

**Request for Quotations
Open Market
Lowest Price, Technically Acceptable**

Request for Quotation

RFQ Number: USDC-02-2016 Phase 2

Request Date: January 14, 2016

To: All Vendors

From: United States District Court
Dawna Goodson, Procurement Specialist
300 Virginia Street, East, RM 2400
Charleston, WV 25301

Special Notes:

This is a request for **Open Market Pricing**.

Quotes may be faxed or e-mailed to the below listed address by **January 27, 2016, 4:30 pm** local time. Hand carried quotes must be delivered by the same time to the Charleston, WV office to the attention of Dawna Goodson. Submit a quote for the total project cost. Due to the nature of the project, the Court will pay up to 10% above the quoted price with a written justification and prior approval from the Clerk of Court.

A fixed price award from this RFQ will be made based on the lowest price d, technically acceptable offer and the availability of funds.

Quotes and questions concerning this RFQ should be addressed to Dawna Goodson at the U.S. District Court Clerk's Office, 300 Virginia Street, East, RM 2400, Charleston, WV 25301, 304-347-3086, Fax: 304-347-3091, and Email: Dawna_Goodson@wvsd.uscourts.gov.

Services are to be performed at: 601 Federal Street, Bluefield, WV 24701

Sincerely,

Dawna Goodson
Contracting Officer

Attachment

STATEMENT OF WORK (SOW)

1.1 INTRODUCTION:

Due to the upcoming renovation of the Bluefield Federal Courthouse, the U.S. District Court must remove and store all furnishings on the 2nd Floor to a designated storage area.

1.2 OBJECTIVES:

The court expects contractors to move furnishings to designated location.

1.3 SCOPE:

The contractor will be responsible for moving furniture and other items identified on the walk-thru scheduled for January 15, 2016.

2.1 REQUIREMENTS

- All furniture must be covered while in storage. Protective covering must be approved by the Court prior to move.
- Wrap all fragile pieces with protective material before moving.
- Disassemble all multi-piece furniture, including desks and secure all hardware with each piece of furniture.
- Complete a walk-thru with court representative to determine any existing furniture damage before move.
- Pack all lamps, shades, or other small items into cartons for storage.
- Pack all glass tops in protective casing to ensure transportation and storage safety.

3.1 SCHEDULE FOR PERFORMANCE AND DELIVERY/MILESTONE SCHEDULES

- The Court expects the renovation project to on the 2nd floor of the Bluefield Courthouse between May 1 – July 31, 2016. Dates are subject to change based on construction schedule. The Court may receive short notice of when the project is to begin by General Services Administration (GSA), therefore, a minimum of five days will be provided to the Contractor for the move to begin. If the Court is notified sooner, the Court will provide this information to the Contractor for scheduling. The Contractor must adhere to the Court provided schedule.
- The Court will choose one of the following locations for storage:
 - 343 Bland Street, Bluefield, WV
 - 704 Bland Street, Bluefield, WV
- Provide a quote for each location separately.

3.2 ACCEPTANCE CRITERIA FOR DELIVERABLE(S)

The Court representative will complete a walk-thru with the Contractor's representative to view furnishings after being placed into the storage facility to determine any damage that may have occurred during the move. Any damage incurred during the move shall be the responsibility of the Contractor.

3.3 PAYMENT

Payment for or replacement of any damaged items shall be the responsibility of the Contractor. Glass is excluded from this provision.

4. ENVIRONMENT:

4.1 LOCATION(S) FOR PERFORMANCE:

The Courthouse is located at 601 Federal Street, Bluefield, WV. Storage location will be determined and finalized before the move will begin.

APPLICABLE JUDICIARY TERMS AND CONDITIONS

1. Clause B-5, Clauses Incorporated by Reference (SEP 2010)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>

(end)

2. The following judiciary clauses, that the Contracting Officer has indicated are applicable, are incorporated in this contract by reference:

☒ Clause 3-3 Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)

☐ Clause 3-175 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (JUN 2012)

☒ Clause 6-20 Insurance – Work on or Within a Judiciary Facility (APR 2011)

☐ Clause 7-55 Contractor Use of Judiciary Networks (JUN 2014)

☒ Clause 7-65 Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013)

☒ Clause 7-115 Availability of Funds (JAN 2003)

3. The following full text clauses are incorporated if the Contracting Officer has marked them as applicable (X):

☒ Clause 2-90C Option to Extend Services (APR 2013)

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor no later than _____ calendar days prior to the contract's current expiration date *[insert the period of time within which the contracting officer may exercise the option]*.

(end)

☐ Clause 2-90D Option to Extend the Term of the Contract (APR 2013)

(a) The judiciary may extend the term of this contract by written notice to the contractor no later than _____ calendar days prior to the contract's current expiration date *[insert the period of time within which the contracting officer may exercise the option]*; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least _____ calendar days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the judiciary to an extension.

(b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____ (months) (years).

(end)

SUBMISSION OF QUOTE AND EVALUATION OF OFFERS

1. The following judiciary provisions, that the Contracting Officer has indicated are applicable, are incorporated in this solicitation:

 X Provision B-1, Solicitation Provisions Incorporated by Reference (SEP 2010)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>.

(end)

Solicitation Provisions Incorporated by Reference

 X Provision 2-70 Site Visit (JAN 2003)

 Provision 2-85A Evaluation Inclusive of Options (JAN 2003)

 X Provision 3-135 Single or Multiple Awards (JAN 2003)

Additional Solicitation Provisions

 X Provision 4-1, Type of Contract (JAN 2003)

The judiciary plans to award a lowest priced, technically acceptable contract under this solicitation, and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

(end)

 X Provision 3-5, Taxpayer Identification and Other Offeror Information (APR 2011)

(a) *Definitions.*

“Taxpayer Identification (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) and (e) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN):* _____

- ☐ TIN has been applied for.
- ☐ TIN is not required, because:
 - ☐ Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

- ☐ sole proprietorship;
- ☐ partnership;
- ☐ corporate entity (not tax-exempt);
- ☐ corporate entity (tax-exempt);
- ☐ government entity (federal, state or local);
- ☐ foreign government;
- ☐ international organization per 26 CFR 1.6049-4;
- ☐ other _____.

(f) *Contractor representations.*

The offeror represents as part of its offer that it is ☐, is not, ☐ 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

- ☐ Women Owned Business
- ☐ Minority Owned Business (if selected, then one sub-type is required)
 - ☐ Black American
 - ☐ Hispanic American
 - ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)
 - ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
 - ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
 - ☐ Individual/concern, other than one of the preceding.

(end)

____ Provision 3-195 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Certification (APR 2011)

(a) The offeror shall check following certification:

CERTIFICATION

The offeror ☐ does ☐ does not certify that –

- (1) the items of equipment to be serviced under this contract are used regularly for other than government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) the services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or contractor; and

(3) the compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then [Clause 3-160, Service Contract Act of 1965](#), will not be included in any resultant contract to this offeror.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision –

(1) [Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements](#), will not be included in any resultant contract awarded to this offeror; and

(2) the offeror shall notify the contracting officer as soon as possible, if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the contracting officer as required in paragraph (c) of this provision.

(end)

____ Provision 3-220 Exemption from Application of the Service Contract Act to Contracts for Certain Services – Certification (APR 2011)

(a) The offeror shall check following certification:

CERTIFICATION

The offeror [] does [] does not certify that –

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then [Clause 3-160, Service Contract Act of 1965](#), as amended, will not be included in any resultant contract to this offeror.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision —

(1) [Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements](#), will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the contracting officer as soon as possible if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(end)